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22 Attorneys for plaintiff and counterdefendant
23 CONTRA COSTA WATER DISTRICT

24
25 UNITED STATES DISTRICT COURT
26 FOR THE NORTHERN DISTRICT OF CALIFORNIA

27 CONTRA COSTA WATER DISTRICT,

28 Plaintiff,

v.

HARTFORD UNDERWRITERS
INSURANCE COMPANY; and Does 1
through 10, inclusive,

Defendants.

HARTFORD UNDERWRITERS
INSURANCE COMPANY,

Counterclaimant,

v.

CONTRA COSTA WATER DISTRICT,

Counterdefendant

CASE NO. CV 09-0983 MMC

STIPULATION AND [PROPOSED]
ORDER TO CONTINUE CASE
MANAGEMENT CONFERENCE AND
DATES FOR RULE 26(A) INITIAL
DISCLOSURES AND EXCHANGE OF
DOCUMENTS

Courtroom: 7
Judge: Hon. Maxine M. Chesney

1 Pursuant to Northern District Local Rule 16-2(d) and (e), plaintiff and counterdefendant
 2 Contra Costa Water District ("CCWD") and defendant and counterclaimant Hartford Underwriters
 3 Insurance Company (Hartford"), by and through their respective counsel of record, hereby stipulate
 4 as follows:

5 **RECITALS**

6 This case was scheduled for an initial Case Management Conference on August 7, 2009. In
 7 their joint case management statement filed July 31, 2009, the parties informed the Court of their
 8 intent to mediate their dispute and desire to avoid unnecessary costs associated with making their
 9 respective Rule 26(a) initial written disclosures and initial exchange of documents. On August 4,
 10 2009, the Court entered an Order continuing the initial Case Management Conference to October
 11 16, 2009.

12 On October 8, 2009, the parties engaged in a mediation conducted by the Hon. Ronald M.
 13 Sabraw (Ret.) at JAMS in San Francisco. The parties made some progress towards a settlement,
 14 but each party determined that it needed more information to further assess the facts and evaluate
 15 the prospects for settlement. In that regard, the parties agreed to suspend the mediation and to
 16 exchange certain information and undertake other tasks to enable the parties to conduct further
 17 settlement negotiations. The foregoing agreement between the parties was put in a writing which
 18 was signed by counsel for the parties; a true and correct copy of said written agreement is attached
 19 hereto as Exhibit A.

20 The specific points of the agreement between the parties reached at the conclusion of the
 21 October 8, 2009 mediation with Judge Sabraw are as follows:

22 1. CCWD and Hartford (collectively, "the Parties") shall suspend their mediation before
 23 Judge Ronald Sabraw, which began on October 8, 2009;

24 2. The parties agree to stay the litigation between them for a period of 150 days to allow
 25 for certain discovery and investigation. Per this agreement, the Parties shall not serve any formal
 26 discovery requests on one another, nor notice depositions, except as set forth in paragraph 5;

27
 28 3. The parties agree to request a continuance of the status conference before Judge

1 Chesney for 150 days (from October 16, 2009) and shall solicit the assistance of Judge Sabraw to
 2 accomplish this, to the extent necessary;

3 4. Hartford shall, within 30 days of this agreement, submit a report to CCWD regarding
 4 Hartford's analysis of California Labor Code section 5804 and its potential applicability with
 5 respect to the claim of John Navarro;

6 5. Hartford shall issue subpoenas duces tecum to the custodians of record of all known
 7 contractor and subcontractors who worked on the Los Vaqueros Reservoir Project ("LVRP") to
 8 obtain information concerning the names of their employees who worked at the LVRP, the dates
 9 and nature of such work, and the description of the employees' job duties;

10 6. During the 150-day stay, counsel for the Parties shall confer telephonically, at least
 11 once every two weeks, to discuss the status of the discovery each has undertaken;

12 7. On or before Tuesday, October 13, Hartford's counsel will notify of CCWD's counsel
 13 of whether and to what extent Hartford is willing to produce voluntarily the claims files of certain
 14 claimants (whose identity CCWD's counsel shall provide to Hartford's counsel by the end of the day
 15 on Friday, October 9, 2009), or whether Hartford will request that CCWD issue a subpoena duces
 16 tecum to compel the production of such files or portions thereof.

17 8. CCWD will make reasonable efforts to determine whether it has information readily
 18 available identifying the names of contractor employees who worked on the LVRP and a brief
 19 description of their job duties. On or before October 23, 2009, CCWD will provide such
 20 information to Hartford or, in the alternative, advise Hartford of what type of information CCWD
 21 has in its possession relating to the LVRP contractors and their employees and if appropriate make
 22 such records available for inspection and copying at a mutually agreeable time and place.

23 The parties are hopeful that this case can be settled following the exchange of information
 24 and accomplishment of tasks called for in the parties attached written agreement. As such, and in
 25 the interest of saving time, money, and the Court's resources, the parties request that the October
 26 16, 2009, Case Management Conference be continued for approximately 150 days, until March 12,
 27 2010, that the case be stayed until that time but for the limited discovery contemplated in the
 28 parties' agreement, and that the parties' Rule 26(a) written disclosures and exchange of documents

1 be postponed until after March 12, 2010.

2 In connection with paragraph 3 of the attached written agreement, Dean McElroy, one of the
3 attorneys for Hartford, spoke with the Court's clerk, Tracy Lucero. Ms. Lucero advised that it was
4 not necessary for Judge Sabraw to make a request for a continuance on behalf of the parties, but
5 that a stipulation to continue the Case Management Conference would be sufficient. Ms. Lucero
6 further advised that the parties need not submit a revised case management statement in connection
7 with the October 16, 2009 Case Management Conference if they were going to stipulate to the
8 continuance of that conference.

9 **STIPULATION**

10 Wherefore, based on the foregoing Recitals, CCWD and Hartford agree and stipulate as
11 follows:

12 (1) The Case Management Conference scheduled for October 16, 2009, shall be continued
13 to March 12, 2010;

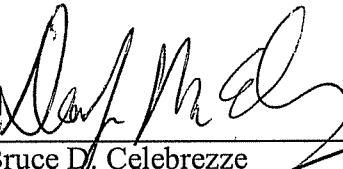
14 (2) A revised joint case management statement shall be due on March 5, 2010;

15 (3) All discovery – except for the limited discovery contemplated by the parties as set out
16 in their agreement attached hereto as Exhibit A – and law and motion practice in this case shall be
17 stayed until after the March 12, 2010 Case Management Conference, including the parties' Rule
18 26(a) initial written disclosures and exchange of documents.

19 IT IS SO STIPULATED.

20 DATED: October 9, 2009

21 SEDGWICK, DETERT, MORAN & ARNOLD LLP

22 By: 

23 Bruce D. Celebrazze

24 Matthew C. Lovell

25 Dean J. McElroy

26 Attorneys for Defendant and Counterclaimant
HARTFORD UNDERWRITERS INSURANCE
COMPANY

27
28 SEDGWICK
DETERT, MORAN & ARNOLD LLP

1 DATED: October 9, 2009

BOWLES & Verna LLP

2 By:

3 Robert I. Westerfield

4 Michael P. Connolly

5 Attorneys for plaintiff and counterdefendant
CONTRA COSTA WATER DISTRICT

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8 **ORDER**

9 PURSUANT TO STIPULATION, IT IS SO ORDERED.

10 DATED: October 14, 2009

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12 
HON. MAXINE M. CHESNEY

13 UNITED STATES DISTRICT JUDGE

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SEDGWICK
DETERT, MORAN & ARNOLD

EXHIBIT A

Ronald Sabraw

From: Fournier, Robert (HSC, RMD) [robert.fournier@thehartford.com]
Sent: Thursday, October 08, 2009 4:40 PM
To: Ronald Sabraw
Cc: Lovell, Matthew; McElroy, Dean; Manderlink, Gregory J. (General Counsel)
Subject: Contra Costa Mediation

Judge Sabraw

This is an attempt to frame the proposal we have been discussing:

In an effort to conduct discovery that will assist them to evaluate prospects for settlement of their dispute pending before Judge Maxine Chesney in the United States District Court for the Northern District of California, plaintiff Contra Costa Water District ("CCWD") and defendant Hartford Underwriters Insurance Company ("Hartford") agree as follows:

1. CCWD and Hartford (collectively, "the Parties") shall suspend their mediation before Judge Ronald Sabraw, which began on October 8, 2009;
2. The parties agree to stay the litigation between them for a period of 150 days to allow for certain discovery and investigation. Per this agreement, the Parties shall not serve any formal discovery requests on one another, nor notice depositions, except as set forth in paragraph 5;
3. The parties agree to request a continuance of the status conference before Judge Chesney for 150 days (from October 16, 2009) and shall solicit the assistance of Judge Sabraw to accomplish this, to the extent necessary;
4. Hartford shall, within 30 days of this agreement, submit a report to CCWD regarding Hartford's analysis of California Labor Code section 5804 and its potential applicability with respect to the claim of John Navarro;
5. Hartford shall issue subpoenas duces tecum to the custodians of record of all known contractor and subcontractors who worked on the Los Vaqueros Reservoir Project ("LVRP") to obtain information concerning the names of their employees who worked at the LVRP, the dates and nature of such work, and the description of the employees' job duties;
6. During the 150-day stay, counsel for the Parties shall confer telephonically, at least once every two weeks, to discuss the status of the discovery each has undertaken;
7. On or before Tuesday, October 13, Hartford's counsel will notify of CCWD's counsel of whether and to what extent Hartford is willing to produce voluntarily the claims files of certain claimants (whose identity CCWD's counsel shall provide to Hartford's counsel by the end of the day on Friday, October 9, 2009), or whether Hartford will request that CCWD issue a subpoena duces tecum to compel the production of such files or portions thereof.
8. CCWD shall try in good faith to provide Hartford's counsel with information concerning the names of all persons who worked on the LVRP and a brief description of their job duties. Should CCWD not do so before October 23, CCWD, upon Hartford's request, shall make its records of the LVRP available to Hartford for inspection and copying at a mutually agreeable time and place.
See # 8 below

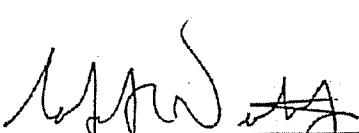
Matt Lovell (writing from Mr. Fournier's account)

This communication, including attachments, is for the exclusive use of addressee and is

Ronald Sabraw

From: Robert I. Westerfield [RWesterfield@bowlesverna.com]
Sent: Thursday, October 08, 2009 5:05 PM
To: Ronald Sabraw
Subject: CCWD v Hartford

#8 CCWD will make reasonable efforts to determine whether it has information readily available identifying the names of contractor employees who worked on the LVRP and a brief description of their job duties. On or before October 23, CCWD will provide such information to Hartford or, in the alternative, advise Hartford of what type of information CCWD has in its possession relating to the LVRP contractors and their employees and if appropriate make such records available for inspection and copying at a mutually agreeable time and place.



Contra Costa Water Dist.



The Hartford